AGREEMENT BETWEEN

THE BOARD OF EDUCATION

OF THE

TOWNSHIP OF WASHINGTON

WARREN COUNTY, N. J.

AND THE

WASHINGTON TOWNSHIP EDUCATION ASSOCIATION

JULY 1, 2001 - JUNE 30, 2004

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TABLE OF CONTENTS

Addendum for Media Center Coordinator and Library ClerkA-1&A-2
Bereavement
Change in preparation classification 7
Deductions,
Evaluations23
Grievance Procedure13&14
Health Benefits Program15&16
Longevity 7
Miscellaneous Provisions22,23&24
Part-time staff 2
Personal Days22
Preamble 1
Recognition 2
Reduction in Force23
Reimbursement and Compensation
Course Reimbursement 9£10
After School Activities10
NJEA Convention10
Tutoring/Home Instruction11
Mileage11
Unused Sick Day/Retirement11
Stokes Camp Stipend11
Curriculum Work11
Rights-Boards & Employees20&21
Salary Guide 3,4,5,&6
Salary Payment Procedure
Salary Schedule 2
Certified Staff/School Calendar18&19
Withholding of Salary Increments

AGREEMENT

AGREEMENT made this 12th day of March, 2001 Between

THE BOARD OF EDUCATION OF THE TOWNSHIP OF WASHINGTON, in the County of Warren, hereinafter referred to as "employer", And THE WASHINGTON TOWNSHIP EDUCATION ASSOCIATION, hereinafter referred to as "representative" for period July 1, 2001 - June 30, 2004.

PREAMBLE

WHEREAS, in accordance with the provisions of the New Jersey Employer-Employee Relations Act L. 1941, c. 100, as amended by L. 1968, c. 303; (N.J.S.A. 34:13A-1 et seq.) the employer and the representative have engaged in collective negotiations concerning the terms and conditions of employment of the teachers in the Washington Township School District; and,

WHEREAS, the parties have reached certain understandings which they desire to evidence hereby: NOW, THEREFORE, this instrument witnesses the following agreement:

ARTICLE I

RECOGNITION

- A. The employer recognizes the Washington Township Education Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all certified personnel.
- B. Additionally the Washington Township Education Association shall be the representative for the Media Center Coordinator and Library Clerk.

ARTICLE II

PART-TIME STAFF

- A. Part-time staff shall be defined as those staff members employed for twenty-five (25) hours per week or less.
- B. Staff hired on a part-time basis shall be eligible to receive pro-rated coverage for all contract benefits, as allowed by law, contract and insurance company.
- C. Part-time staff hired prior to July 1, 1993 shall continue to maintain existing benefits at the level in effect prior to July 1, 1993.

ARTICLE III

SALARY SCHEDULE

A. <u>SALARY</u> - Effective July 1, 2001 there shall be a 5.71% increase to the guide; effective July 1, 2002 there shall be a 5.09% increase to the guide; and effective July 1, 2003 there shall be a 4.29% increase to the guide. The increase is based on the agreed upon base of \$2,710,067. The guide shall be mutually developed.

- B. <u>SALARY GUIDE PLACEMENT</u> Initial discussions as to credit on guide for experience shall be between the applicant and the Board. Upon the determination of what years of credit will be recognized, the new employee shall be placed on the salary guide at a position which matches where a Washington Township teacher would be placed with similar experience credit.
- C. <u>SALARY GUIDE</u> The salary guide for the school year commencing

 July 1, 2001, and terminating June 30, 2004, applicable to certified personnel

 in the Washington Township School District shall be as follows:

WASHINGTON TOWNSHIP

SALARY GUIDE FOR - 2001-02

STEP	<u>BA</u>	<u>B15</u>	<u>B30</u>	<u>MA</u>	<u>M15</u>	<u>M30</u>	<u>M45</u>
1	\$34,620.	\$35,450.	\$36,390.	\$37,430.	\$38,470.	\$39,730.	\$40,560.
2	35,310.	36,140.	37,080.	38,120.	39,160.	40,420.	41,250.
3	35,820.	36,650.	37,590.	38,630.	39,670.	40,930.	41,760.
4.	36,820.	37,650.	38,590.	39,630.	40,670.	41,930.	42,760.
5	38,120.	38,950.	38,890.	40,930.	41,970.	43,230.	44,060.
б	38,870.	39,700.	40,640.	41,680.	. 42,720.	43,980.	44,810.
7	40,380.	41,210.	42,150.	43,190.	44,230.	45,490.	46,320.
8	40,820.	41,650.	42,590.	43,630.	44,670.	45,930.	46,760.
9	43,060.	43,890.	44,830.	45,870.	46,910	48,170.	49,000.
10	45,420.	46,250.	47,190.	48,230.	49,270.	50,530.	51,360.
11	47,910.	48,740.	49,680.	50,720.	51,760	53,020.	53,850.
12	50,540.	51,370.	52,310.	53,350.	54,390.	55,650.	56,480.
13	53,320.	54,150.	55,090.	56,130.	57,170.	58,430.	59,260.
14	56,250.	57,080.	58,020.	59,060.	60,100.	61,360.	62,190.
15	59,340.	60,170.	61,110.	62,150.	63,190.	64,450.	65,280.

WASHINGTON TOWNSHIP

SALARY GUIDE FOR - 2002-03

STEP	<u>BA</u>	<u>B15</u>	<u>B30</u>	<u>MA</u>	<u>M15</u>	<u>M30</u>	<u>M45</u>	<u>M60</u>
1	\$34,900.	\$35,740.	\$36,700.	\$37,760.	\$38,810.	\$40,100.	\$40,940.	\$41,780.
2	35,600.	36,440.	37,400.	38,460.	39,510.	40,800.	41,640.	42,480.
3	36,310.	37,150.	38,110.	39,170.	40,220.	41,510.	.42,350.	43,190.
4	36,820.	37,660.	38,620.	39,680.	40,730.	42,020.	42,860.	43,700.
5	38,120.	38,960.	39,920.	40,980.	42,030.	43,320.	44,160.	45,000.
6	39,910.	40,750.	41,710.	42,770.	43,820.	45,110.	45,950.	46,790.
7	41,790.	42,630.	43,590.	44,650.	45,700.	46,990.	47,830.	48,670.
8	43,750.	44,590.	45,550.	46,610.	47,660.	48,950.	49,790.	50,630.
9	45,810.	46,650.	47,610.	48,670.	49,720.	51,010.	51,850.	52,690.
10	47,960.	48,800.	49,760.	50,820.	51,870.	53,160.	54,000.	54,840.
11	50,210.	51,050.	52,010.	53,070.	54,120.	55,410.	56,250.	57,090.
12	52,570.	53,410.	54,370.	55,430.	56,480.	57,770.	58,610.	59,450.
13	55,040.	55,880.	56,840.	57,900.	58,950.	60,240.	61,080.	61,920.
14	57,630.	58,470.	59,430.	60,490.	61,540.	62,830.	63,670.	64,510.
15	60,340.	61,180.	62,140.	63,200.	64,250.	65,540.	66,380.	67,220.

WASHINGTON TOWNSHIP

SALARY GUIDE FOR - 2003-04

STEP	BA	<u>B15</u>	<u>B30</u>	<u>MA</u>	<u>M15</u>	<u>M30</u>	<u>M45</u>	<u>M60</u>
1	\$35,590.	\$36,440.	\$37,420.	\$38,500.	\$39,560.	\$40,880.	\$41,730.	\$42,580.
2	36,300.	37,150.	38,130.	39,210.	40,270.	41,590.	42,440.	43,290.
3	37,030.	37,880.	38,860.	39,940.	41,000.	42,320.	43,170.	44,020.
4	37,770.	38,620.	39,600.	40,680.	41,740.	43,060.	43,910.	44,760.
5	39,470.	40,320.	41,300.	42,380.	43,440.	44,760.	45,610.	46,460.
6	41,250.	42,100.	43,080.	44,160.	45,220.	46,540.	47,390.	48,240.
7	43,110.	43,960.	44,940.	46,020.	47,080.	48,400.	49,250.	50,100.
В	45,050.	45,900.	46,880.	47,960.	49,020.	50,340.	51,190.	52,040.
9	47,080.	47,930.	48,910.	49,990.	51,050.	52,370.	53,220.	54,070.
10	49,200.	50,050.	51,030.	52,110.	53,170.	54,490.	55,340.	56,190.
11	51,420.	52,270.	53,250.	54,330.	55,390.	56,710.	57,560.	58,410.
12	53,740.	54,590.	55,570.	56,650.	57,710.	59,030.	59,880.	60,730.
13	56,160.	57,010.	57,990.	59,070.	60,130.	61,450.	62,300.	63,150.
14	58,690.	59,540.	60,520.	61,600.	62,660.	63,980.	64,830.	65,680.
15	61,340.	62,190.	63,170.	64,250.	65,310.	66,630.	67,480.	68,330.

D. LONGEVITY -

Service	in	this	District	of	15	years	\$	700.
Service	in	this	District	of	20	years		1400.
Service	in	this	District	of	25	years		1900.
Service	in	this	District	of	30	years		2200.

- E. <u>CHANGE IN PREPARATION CLASSIFICATION</u> Changes in preparation classification will be as follows:
 - The certified staff member concerned shall present written notice of any anticipated change in preparation classification by the first of November preceding the expected change in classification.
 - Additional credits or degrees acquired within a school year will not become effective for additional salary increments until the following school year.
 - 3. Official college certification of the conferring of a degree or official transcripts of course credits shall be presented as proof of a change in classification.
- F. <u>WITHHOLDING OF SALARY INCREMENTS</u> Withholding of salary increments will be as follows:
 - Since the withholding of increments is considered a useful and equitable technique to insure the maintenance of a reasonable standard of performance, we are promulgating as part of this salary guide those conditions and procedures by which such a withholding of increment may take place:
 - (a) all increases in all guides will be based on satisfactory service
 - (b) favorable reports by the Superintendent and those charged with supervisory responsibility and approval by the Board of Education are prerequisite to the granting of all increased salaries

WITHHOLDING OF SALARY INCREMENTS - continued

- (c) progress on the guides shall be automatic until the maximum is reached unless the services rendered are evaluated as unsatisfactory under the policies, rules and regulations, and the certified staff member evaluation procedures of the Board of Education.
- 2. The Superintendent shall not forward any recommendation to withhold a certified staff member's increment or a part thereof to the Board unless at least thirty (30) calendar days prior thereto, and in no case later than April 1 of the preceding school year in which such action would take effect, the Superintendent has given to the certified staff member against whom the recommendation shall be made, written notice of the alleged cause(s) for the recommendation specifying the nature thereof with such particulars as to furnish the certified staff member an opportunity to correct and overcome the same.
- 3. Once a recommendation is forwarded to the certified staff member and the Board, the certified staff member may within ten (10) school days file a grievance commencing at the Superintendent level. No action shall be taken on the recommendation until the grievance is heard according to the grievance procedure as set forth.
- 4. Any action by the Board to withhold an increment or any part thereof shall be subject to appeal to arbitration. The arbitrator shall have the authority to restore all or part of the increment withheld retroactively.
- 5. The salary guide increment <u>only</u> will be withheld in those cases, causing the certified staff member in question to <u>remain</u> on the same step for the following school year. Assuming satisfactory performance subsequent to this action, the certified staff member will be allowed to continue progress on the salary guide.

G. REIMBURSEMENTS AND COMPENSATIONS

1. <u>COURSE_REIMBURSEMENT</u> - The Board will support appropriate graduate and undergraduate college training for certified personnel to the extent of paying the highest New Jersey State College rate.

If the Superintendent requires a course to be taken through East Stroudsburg University, reimbursement shall be made at the East Stroudsburg University rate.

The credit limit shall be 12 credits per year for each certified staff member.

Payment, by the Board, shall not exceed the per credit cost paid by the certified staff member.

The maximum expenditure for the 2001-2004 school years shall be limited to and capped at \$65,000. During the 2003-2004 school year no monies shall be paid to any certified personnel taking courses hereunder, until, at the latest, the end of the school year, at which time whatever monies are available would be distributed on a per credit basis among all who have taken courses. (In the 2003-2004 year, the Administration, Board, and Association may review and mutually agree to distribute these monies at an earlier date.) If a course begins prior to July 1 of any given year, payment will be made at the successful completion of the course, providing the maximum contracted amount has not been exceeded, and providing it is not the last year of the contract.

It is recognized that such distribution may result in certified staff members receiving less per credit than the New Jersey/East Stroudsburg University rate.

REIMBURSEMENTS AND COMPENSATIONS - continued

COURSE REIMBURSEMENT - continued

The Board reserves the right to approve a change in the salary of a certified staff member who meets the following standards for advanced studies:

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- Courses must have been offered by an accredited institution of higher education, except as this requirement is waived by the Superintendent.
- Courses must contribute to the member's performance in this school district.
- Course registration must be approved in advance by the Superintendent.
- Courses must have been taken after the award of the last earned degree credited on the guide.
- 5. Course credit will be given on the salary guide only for the successful completion of the course, which may be demonstrated by an earned grade of "B" or better on a transcript submitted directly to the Superintendent by the institution in which the course was taken.
- 6. A change in salary guide placement will be made at the beginning of the school year following the successful completion of the course of study.

2. AFTER SCHOOL ACTIVITIES

After school activities shall be paid at the rate of \$900.00 for up to 36 hours. Activities compensated on an hourly rate shall be paid at \$25.00 per hour. Payment to be made upon receipt of voucher. Vouchers to cover a minimum period of one (1) month.

Also included are up to four (4) after school homework assistants, two (2) at Brass Castle and two (2) at Port Colden. A maximum of four (4) hours per week per school will be scheduled with approval by the Superintendent.

3. NJEA CONVENTION

Certified staff members attending the New Jersey Education Association convention shall receive the following amounts: \$20.00 for attendance, upon receipt of attendance voucher, up to \$40.00 for instructional material, payment subject to approval by the school Superintendent.

REIMBURSEMENTS AND COMPENSATIONS - continued

4. TUTORING/HOME INSTRUCTION

Certified staff members shall be further compensated for tutoring and home instruction given by them at a rate of \$25.00 per hour.

5. MILEAGE

The IRS rate is to be paid to staff members directed by the administration to travel between schools as needed and approved by the administration. Vouchers are to be submitted to the Business Administrator on a monthly basis. The allowable Federal I.R.S. rate will be the mileage rate for the duration of this contract.

6. <u>UNUSED SICK DAY/RETIREMENT</u>

2001-2004 School Years - \$40.00 per unused sick day up to a maximum of 150 unused sick days upon retirement with a minimum of 20 years of service in the district.

7. STOKES CAMP STIPEND

Effective July 1, 2001 the stipend shall be as follows for the trip each year:

- A. Stokes Coordinator \$300.00 per trip.
- B. Stokes Teachers/Staff \$150.00 per trip.

8. <u>CURRICULUM</u> WORK

Remuneration for curriculum work performed at time beyond the work day or beyond the regular school year, shall be \$25.00 per hour per participant for the duration of the contract.

ARTICLE IV

SALARY PAYMENT PROCEDURE

- A. Certified personnel that are employed on a ten month basis shall be paid in twenty-two (22) equal gross pay installments. If 20 members of the Association sign a commitment requesting that their annual wages be paid by means of twenty-six (26) checks instead of twenty-two (22) checks, the Board of Education will honor the request.
- B. Certified staff members may individually elect to have a percentage of their monthly salary deducted from their pay and deposited within three (3) days after each pay by the Board Secretary to the Tri-County Credit Union. These funds shall be paid on agreement between the Credit Union and certified staff members or upon death or termination of employment if earlier.
- C. Certified staff members shall receive payment on a bi-weekly basis beginning on the first Friday after Labor Day. When a pay day falls on or during a school holiday, vacation or weekend, certified staff members shall receive their pay checks on the last previous working day.
- D. Certified staff members shall receive their 22nd pay check of the school year on the last working day provided they have satisfactorily discharged their responsibilities, as determined by the administration.

ARTICLE V

GRIEVANCE PROCEDURE

A. Definitions

Any individual member or members of the staff shall have the right to appeal the application of policies and administrative decisions affecting them through administrative channels. With respect to a personal grievance, the grievant, grievants, and his/her representatives and the Washington Township Education Association shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal.

B. Procedure

(1) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. All days are calendar days.

(2) Level One

Any employee who has a grievance shall identify it as such within 30 days of the grievable occurrence and discuss it with the immediate superior in an attempt to resolve the matter informally at that level. The employer has the right to be represented at any level. Within 10 days of the presentation of the oral grievance, the immediate superior shall give his/her verbal response.

(3) Level Two

If, as a result of the Level One decision, the matter is not resolved to the satisfaction of the employee, within 10 days of receipt of the verbal response, he/she shall set forth his/her grievance in writing to the Superintendent of Schools, who shall communicate his/her decision to the employee in writing within 10 days of receipt of the written grievance.

GRIEVANCE PROCEDURE - continued

(4) Level Three

If the grievance is not resolved to the employee's satisfaction, he/she may, within 10 days of receipt of written response from his/her superior, request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request to the Board of Education for appropriate action. The Board shall acknowledge receipt within 5 days, schedule a hearing to be held with the aggrieved employee within 20 days, and render a decision in writing within 20 days of the hearing.

(5) Level Four

The final step shall culminate with advisory arbitration. The parties shall mutually agree upon the selection of an arbitrator, whose fees and expenses shall be borne equally by and between the parties. If agreement of an arbitrator can't be achieved, application shall be made to the Public Employment Relations Commission for the submission of a panel from which the selection shall be made.

ARTICLE VI

HEALTH BENEFITS PROGRAM

A. Health Care Insurance

- 1. The employer shall provide the health-care insurance protection hereinafter set forth. The employer shall pay the full premium for individual coverage and full family coverage for all employees, as requested in accordance with the regulations of the State Health Benefits Program. Insurance premiums (hospitalization, physician, and major medical) are paid by the Board of Education.
- The existing health insurance coverage is provided through the New Jersey State Plan.
- 3. For each certified staff member who remains in the employ of the employer for the full school year, the employer shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st, and ending August 31st. When necessary, payment of premiums in behalf of the certified staff member shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
- 4. The employer shall provide to a newly hired certified staff member a description of the health-care insurance coverage provided under this ARTICLE, as soon as available, which shall include a clear description of conditions and limits of coverage listed in Paragraph B above.
- 5. The Insurance Carrier to be determined by the Board after discussion with the Washington Township Education Association. The final decision as to selection of carrier will be the Board's prerogative after extending consideration to the suggestions and comments made by the Washington Township Education Association. The coverage benefits of any new carrier must be equal to or superior to coverage and benefits of the New Jersey State Plan.

HEALTH BENEFITS PROGRAM - continued

B. Dental/Prescription Drug Plans

1. Dental

The Board of Education shall provide a dental health insurance program, at board expense, that continues the existing coverage as provided to each unit member through Delta Dental Plan of New Jersey, Contract #7245-001.

The Board will pay for one half (%) of the cost of the following increases to the current Delta Dental Plan of New Jersey for the employee only.

Improved basic from 60% to 80%.

Improved coverage for crowns from 50% to 80%.

Improved maximum per year from \$1,000. to \$1,200.

Improved orthodontic from \$800. to \$1,000.

Each member of the WTEA will pay the additional one half (%) of the cost for the listed increased coverage. This will be accomplished through payroll deductions.

2. Prescription Plan

The Board of Education shall provide a \$7.00/\$2.00 co-pay prescription drug program to maintain the level of coverage now in existence as provided for each unit member by the New Jersey Blue Cross Prescription Plan, Code 283.

3. New Staff

Staff members employed after September 1, 1995 will be eligible for individual coverage for the dental and prescription drug plans. At the point when said staff member secures tenure status he/she will be eligible for full family coverage.

ARTICLE VII

DEDUCTIONS

- A. The employer agrees to deduct from the salaries of its certified personnel dues for the Washington Township Education Association, the New Jersey Education Association, the National Education Association, or any one or combination of such Associations. Deductions to be made under the Agency Shop Clause will follow the adopted rules, regulations and policies of the Washington Township Education Association and New Jersey Education Association.
- B. The NJEA shall certify to the employer in writing, before September 1st of the current school year, the current rate of membership dues of each of the above named associations.

ARTICLE VIII

CERTIFIED STAFF/SCHOOL CALENDAR

- A. Days It has been agreed that the teachers' calendar shall consist of 187 days as follows:
 - 1. 182 instructional days for pupils
 - a. 177 regular days
 - b. 4 shortened days for students and staff
 - -before 3 holidays Thanksgiving, Winter Break and Spring Break
 - -last day of school
 - c. 1 shortened day for students only the day preceding the last day of school (regular day for teachers)
 - 2. Staff Development/Staff Articulation
 - a. 3 Staff Development Days for certified personnel.
 (October, January, mid-March)
 - b. 1 Staff Articulation Day for certified personnel (May)
 - 3. 1 staff day before start of school year
 - B. Hours It has been agreed that the teachers' hours will be as follows:
 - 1. Regular days

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Monday - Thursday.. - 7 hours
Friday..... - 6 hours & 55 minutes
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- Shortened days teachers may leave 10 minutes after students leave (pupil day is 4 hours) providing all remaining students are supervised.
- C. Instructional Time
 - Certified staff members will be scheduled such that each full time employee will receive a minimum of 300 minutes of non pupil contact time per week. The 150 minutes of duty free lunch shall be included as part of the 300 minutes. Time intervals less than fifteen (15) minutes will not be counted toward the 300 minutes.
 - 2. Effective July 1, 1999 the Board shall have the ability to change the start time for each school resulting in a staggered start time for each school. This provision applies to the school as a whole and not any individual teacher.

STAFF/SCHOOL CALENDAR - continued

D. Faculty Meetings - Certified staff members may be required to meet on a maximum of fifteen (15) occasions during the school year, but no more than twice in any one month for the purpose of curriculum development or regular faculty meetings. Meetings shall be conducted so as to terminate no later than 4:35 p.m. at Brass Castle and 4:50 p.m. at Port Colden or not begin prior to 7:45 a.m. at Brass Castle and 8:00 a.m. at Port Colden.

Curriculum development shall be limited to activities that involve the majority of staff within one or both of the buildings. Curriculum committee work will not be required as part of the fifteen (15) occasions.

ARTICLE IX

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RIGHTS - BOARDS/EMPLOYEE

Boards Rights -

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- A. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right subject only to the limitations imposed by the language of this Agreement. In accordance with applicable laws and regulations pertaining to the following:
 - To direct employees of the school district;
- 2. To hire, promote, transfer, assign, and retain employees in positions in the school district, and for causes stipulated by law or in this Agreement, to suspend, to demote, discharge, or take other disciplinary action against employees;
- 3. To relieve employees from duty because of reduction in force or for other reasons as determined by law;
- 4. To maintain the efficiency of the school district operations entrusted to them;
- 5. To determine the methods, means and personnel by which such operations are to be conducted; and
- 6. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

Employee Rights -

A. Rights and Protection in Representation

Pursuant to Chapter 123 Public Laws 1975, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 123, Public Laws 1975 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions or employment.

EMPLOYEE RIGHTS - continued

Rights and Protection in Representation - continued

B. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

C. Just Cause Provision

No teacher shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, or given an adverse evaluation of his/her professional services without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

D. Required Meetings or Hearings

Whenever any teacher is required to appear before any administrator or supervisor, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that teacher in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have representative(s) of the Association present to advise him/her and represent him/her during such meeting or interview. Any suspension of a teacher pending charges shall be with pay.

E. Criticism of Teachers

Any question or criticism by a supervisor, administrator, or board member of a teacher and his/her instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings.

F. Association Identification

No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates. Such pins or other identification shall be in good taste.

ARTICLE X

MISCELLANEOUS PROVISIONS

- A. OTHER ITEMS In the event the Appellate Division of the Superior Court of the State of New Jersey or the Supreme Court of the State of New Jersey shall, during the term of this Agreement, determine that other items constitute terms and conditions of employment, the employer shall engage in collective negotiations with the representative concerning same.
- B. <u>BOARD POLICIES</u> It is understood that the current Board policy provisions shall apply whenever applicable.
- C. <u>PERSONAL DAYS</u> Three (3) personal days per year will be granted with three (3) days advance.notice. Two (2) personal days may be carried over into the following school year for a maximum of five (5) days in any one year.

Exceptions may be made, by the Superintendent, regarding this three (3) day advanced notice in cases of extraordinary circumstance. The granting or not granting of a waiver shall not be grievable.

A maximum of twenty (20) percent of the staff will be approved to use personal days at any one time. The Superintendent may approve use above the twenty (20) percent limit for extenuating circumstances.

Staff members that have not used personal days within a given year will be compensated for each unused day at the district's beginning level substitute rate.

Personal days are not to be used or scheduled during Parent Conference days. The administration shall have the discretion to waive such rule under extraordinary circumstances. The granting or not granting of a waiver shall not be grievable.

MISCELLANEOUS PROVISIONS - continued

- D. <u>EVALUATIONS</u> Certified personnel have the right to add comments to evaluations.
- E. <u>REDUCTION IN FORCE</u> Reduction in force for tenured certified staff shall be in accord with the law.
- F. <u>BEREAVEMENT</u> There shall be an allowance of five (5) days of leave, without loss of pay, in the event of a death of a member of the employees immediate family.

Immediate family shall be meant to include - spouse, parents/parents-inlaw, brother/brother-in-law, sister/sister-in-law, children/son-in-law/daughterin-law, grandparents/grandparents-in-law, grandchildren or any person who has lived in the home of the certified staff member for a considerable length of time immediately preceding death.

There shall be an allowance of one (1) day of leave, without loss of pay, in the event of a death of a close friend or relative falling outside the previously listed categories. This allowance shall not exceed three days in any given year.

G. PROFESSIONAL DEVELOPMENT -

- 1. Training Expenses The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher attends as a part of his/her continuing education plan and/or is required and/or requested by the administration. Said expenses may include, but are not limited to, registration fees, transportation, materials, and lodging and must be approved by the Principal and Superintendent.
- 2. In-service, Workshops, Conferences and Programs In any given year, the Board will provide in-service professional development experiences that will assist the teacher in attaining the required 100 hours of continuing education. In-service programs shall be conducted during the teacher workday and work year when teacher attendance is required.

MISCELLANEOUS PROVISIONS - continued

. . .

G. PROFESSIONAL DEVELOPMENT - continued

- 3. Attendance at other programs All programs conducted by the district outside the teacher workday, work year, or during the summer shall be voluntary and shall be compensated at the rate of \$25. per hour. Teachers shall have the right to voluntarily attend Professional Development activities other than those included in the district in-service program in order to meet the 100-hour requirement. Attendance at such programs must be pre-approved by the Principal and Superintendent. No denial of such a request shall be arbitrary or capricious.
- 4. Travel Time Travel time outside of the school day to and from Professional Development Activities required by the Board or administration beyond 1 hour from the employee's home or workplace, whichever is closer to the training, shall be compensated at a rate of \$25, per hour.

H. MATERNITY/CHILDCARE/FAMILY LEAVE -

- 1. Maternity Leave Shall be in accord with New Jersey State and Federal statutes. Sick days may be taken for 20 working days before the due date and 20 days after the birth of the child. If the employee is physically able to return to work, as per doctor's release, after 20 working days, but chooses not to return at this time, the employee must apply for childcare leave.
- 2. Childcare Leave The Board may grant up to two (2) years childcare leave without pay or benefits.
- 3. Family Leave Shall be granted in accord with New Jersey State and Federal Statutes.
- I. <u>LENGTH OF AGREEMENT</u> This Agreement shall be effective as of July 1, 2001, for the period from July 1, 2001 through June 30, 2004.
- J. <u>FILING OF AGREEMENT</u> A copy of this Agreement shall be filed with the New Jersey Public Employment Relations Commission as required by N.J.S.A. 34:13A-8.2.

ADDENDUM TO THE

AGREEMENT BETWEEN THE

BOARD OF EDUCATION

OF THE

TOWNSHIP OF WASHINGTON

WARREN COUNTY, N. J.

AND THE

WASHINGTON TOWNSHIP EDUCATION ASSOCIATION

FOR THE

MEDIA CENTER COORDINATOR

AND THE

LIBRARY CLERK

JULY 1, 2001 - June 30, 2004

SALARY

A. Judy Malia -

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Increase of 5.71% - 2001-2002 - $29,471. Salary Increase of 5.09% - 2002-2003 - $30,971. Salary Increase of 4.29% - 2003-2004 - $32,300. Salary
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B. Dorothy Young -

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Increase of 5.71% - 2001-2002 - $26,059. Salary Increase of 5.09% - 2002-2003 $27,385. Salary Increase of 4.29% - 2003-2004 - $28,560. Salary
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The following Articles from the 2001-2004 Contract shall apply to the Media Center Coordinator and the Library Clerk.

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Article I
                 Page 2
Article II
                 Page 2
                  Page 10 - #3
Article III)
                 Page 11 - #5, #6, & #7
Article IV
                 Page 12
Article V
                 Pages 13 & 14
Article VI
                 Pages 15 & 16
Article VII
                 Page 17
Article VIII
                 Page 18 with these revisions -
      A. Days - It has been agreed that the Library Clerk and
                  Media Center Coordinator's calendar shall
                  consist of 184 days as follows:
                  1. 182 pupil days
                  2. Two additional days for planning,
                       preparation, staff development, or
                       articulation. The Library Clerk and
                       Media Center Coordinator with the approval
                        of the Superintendent shall determine days.
     B. Hours - It has been agreed that the Library Clerk and
                 Media Center Coordinator's hours will be as
                  follows:
                     Regular Days -
                        7 hours - Monday - Thursday
                        6 hours & 55 minutes - Friday
                  2. Shortened Days - Library Clerk and Media
                       Coordinator may leave 10 minutes after
                        students leave (pupil day is 4 hours)
      C. Summer Hours - The Library Clerk and Media Center
                        Coordinator shall be compensated at their
                        respective regular per diem rate for days
                         worked in the summer. The number of days
                         shall be agreed upon between the Library
                        Clerk, Media Center Coordinator and
                         Superintendent and approved by the Board.
Article IX
                 Pages 20 & 21 - C, D, E & F shall include the
                                  Media Center Coordinator and
                                  Library Clerk
Article
         X
                 Page 22 - A, B & C
                 Page 23 - E, F, G & H
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

BOARD OF EDUCATION OF THE TOWNSHIP

OF WASHINGTON, WARREN COUNTY, N.J.

SECRETARY

VICE - PRESIDENT

ATTEST:

WASHINGTON TOWNSHIP EDUCATION

ASSOCIATION

Palaindo BY Pamela

SECRETARY PRESIDENT